

## RECORDATION REQUESTED BY:

Union Planters Bank NA  
Olive Branch Office  
8975 East Goodman Road  
Olive Branch, MS 38654

STATE MS.-DESOTO CO.

Nov 3 2 05 PM '03

## WHEN RECORDED MAIL TO:

Union Planters Bank, National Association  
565 Marriott Drive  
Nashville, TN 37214

BK 186 | PG 309  
W.F. DAVIS CH. CLK.

## SEND TAX NOTICES TO:

GIDEON D STUCKEY  
SUNJA E STUCKEY  
9604 GENEVA LOOP SOUTH  
Olive Branch, MS 38654

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

25700065467

B#2

This Modification of Deed of Trust prepared by: *Lynn Heddleston*

Union Planters Bank, N. A.  
Union Planters Bank NA  
565 Marriott Drive  
Nashville, TN 37214  
615-744-6217

NOTE TO CHANCERY CLERK: *See Exhibit A*

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 9, 2003, is made and executed between GIDEON D STUCKEY, whose address is 9604 GENEVA LOOP SOUTH, Olive Branch, MS 38654 and SUNJA E STUCKEY, whose address is 9604 GENEVA LOOP SOUTH, Olive Branch, MS 38654; Husband and Wife ("Grantor") and Union Planters Bank NA, Olive Branch Office, 8975 East Goodman Road, Olive Branch, MS 38654 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 9, 2003 (the "Deed of Trust") which has been recorded in De Soto County, State of Mississippi, as follows:

Deed of Trust recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Book No. 1690, Page 293.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in De Soto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Lot 39 Cherokee Meadows Subdivision, Olive Branch, MS 38654.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Principal Increase to 260,000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 9, 2003.

GRANTOR:

X

GIDEON D STUCKEY, Individually

X

SUNJA E STUCKEY, Individually

LENDER:

X

Authorized Officer

MODIFICATION OF DEED OF TRUST  
(Continued)

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS

)

COUNTY OF Desoto

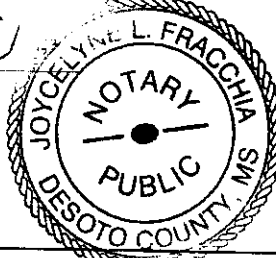
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Personally appeared before me, the undersigned authority in and for the said County and State, on this 9<sup>th</sup> day of October, 2003, within my jurisdiction, the within named **GIDEON D STUCKEY and SUNJA E STUCKEY**, Husband and Wife, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

*Joycelyne L. Fracchia*  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires Jan. 9, 2005



## LENDER ACKNOWLEDGMENT

STATE OF MS

)

COUNTY OF Desoto

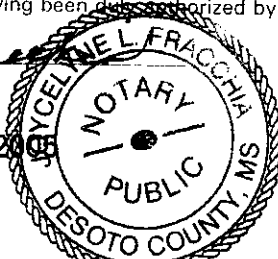
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Personally appeared before me, the undersigned authority in and for the said County and State, on this 9<sup>th</sup> day of October, 2003, within my jurisdiction, the within named Keith Armistead a Union Plaster Base corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

*Joycelyne L. Fracchia*  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires Jan. 9, 2005



“Legal Description”

**Exhibit A**

Lot 39, Phase I, CHEROKEE MEADOWS SUBDIVISION, situated in Section 31, Township 1 south, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as per plat thereof recorded in Plat Blok 61, at Page 37-38, in the Office of the Chancery Clerk of DeSoto County, Mississippi.